

K7969

7/1/05
TO
6/30/08

**DIRECTORS GUILD OF AMERICA, INC.
FREELANCE LIVE AND TAPE TELEVISION AGREEMENT OF 2005**

**DIRECTORS GUILD OF AMERICA, INC.
FREELANCE LIVE AND TAPE TELEVISION AGREEMENT OF
2005**

AGREEMENT entered into as of this first day of July, 2005 by and between the
DIRECTORS GUILD OF AMERICA, INC., a corporation duly organized under the laws of the State of California, having its National Office at 7920 Sunset Boulevard, Hollywood, California 90046 (hereafter referred to as the "Guild") and

12:05 AM Productions, LLC
70 Productions, Inc.
Allenford Productions, Inc.
Albermarle Productions, Inc.
Alpine Productions, Inc.
Arlington Productions, Inc.
Ashland Productions, Inc.
The Avnet/Kerner Company
Avoca Productions, Inc.
Belleville Productions, Inc.
Big Snake, Inc.
Big Ticket Pictures Inc.
Big Ticket Productions Inc.
BOT Productions, Inc.
Bruce Nash Entertainment Inc.
Califon Productions, Inc.
Canterbury Productions, Inc.
CBS Studios Inc.
Colony Way Productions, Inc.
Columbia Pictures Industries, Inc.
Corsica Productions, Inc.
CPT Holdings, Inc.
de Passe Entertainment, Inc.
dick clark film group, inc.

dick clark productions, inc.
Direct Court Productions, Inc.
Doing It Productions, Inc.
Don Mischer Productions, Inc.
DreamWorks Dramatic Television LLC

[Return to Previous Section](#)

-2-

DreamWorks SKG Television LLC
DreamWorks Television LLC
Earlham Productions, Inc.
Elizabeth Street Productions, Inc.
ELP Communications
Entrada Productions, Inc.
E.O.B. Productions, Inc.
Eye Productions Inc.
Floresta Productions, Inc.
Fox Center Productions, Inc.
Fox Daytime Prod., Inc.
Fox Nitetime Prod., Inc.
Fox Square Productions, Inc.
Fox Television Studios, Inc.
George Schlatter Productions
Get A Life Productions, Inc.
Glenhill Productions, Inc.
Granada US Productions
Grand Slam Productions, Inc.
Grass Skirt Productions, LLC
Halberd Productions, Inc.
High Productions, Inc.
Hillard Productions, Inc.
Hollyvista Productions, Inc.
Hudson Productions, Inc.
Invader Productions, Inc.
January Enterprises, Inc.
Jeff Margolis Productions, Inc.
The Jon Avnet Co. II
Kelley Productions, Inc. dba David E. Kelley Productions
Ken Ehrlich Productions, Inc.
Kevin Hill Productions, Inc.
La Mesa Productions, Inc.
Lafitte Productions, Inc.
Llamame Loco Producciones, Inc.

-3-

Madison Productions, Inc.
McFarlane Productions, Inc.
MFV Productions LLC
MGM Television Entertainment Inc.
Monet Lane Prod., Inc.
Montrose Productions, Inc.
National Studios, Inc.
New Liberty Productions, Inc.
New Regency Productions, Inc.
October Holdings, Inc.
Osage Productions, Inc.
Paramount Pictures Corporation
Paul Brownstein Productions, Inc.
Pet II Productions, Inc.
Phoenix Pictures Development Corp.
Quadra Productions, Inc.
Ralph Edwards Productions
Readcrest Productions, Inc.
Remote Broadcasting, Inc.
Rickmill Productions, Inc.
River Tower Productions, Inc.
Rosecrans Productions, Inc.
San Vicente Productions, Inc.
Seneca Productions, Inc.
South Swell, Inc.
Spelling Television Inc.
Tenth Planet Productions, Inc.
Texas West, Inc.
Toluca Holdings, Inc.
Topanga Productions, Inc.
Touchstone Television Productions, LLC
Trackdown Productions, Inc.
TriStar Pictures, Inc.
TriStar Television, Inc.
Turner Films, Inc.
Twentieth Century Fox Film Corporation
-4-
Ultra-VI Productions, Inc.
Universal City Studios LLLP
Universal Network Television LLC
Universal Studios Network Programming
USI Network Development LLC
Valleycrest Productions, Inc.

Vasanta Productions, Inc.
Viacom Productions Inc.
Victor Television Productions, Inc.
WAD Productions, Inc.
Walt Disney Pictures & Television
Warner Bros. Pictures Inc.
Warner Bros. Television Production Inc.
West Reef, Inc.
Westholme Productions, Inc.
Wilshire/Hauser Company
WIP Productions, Inc.
Woodridge Productions, Inc.
Wooster Productions, Inc.
WS4 Productions, Inc.

each hereinafter referred to as the "Company" or the "Employer" and collectively referred to as "Companies" or "Employers," and all of which constitute a single multi-employer bargaining unit.

WITNESSETH:

In consideration of the mutual agreements herein contained, the parties hereto

agree as follows:

-5- Article 1, Section A.

ARTICLE 1.

SECTION A. DEFINITION OF TERMS

When used in this Agreement, unless the context otherwise requires:

1. The term "*Guild*" means the Directors Guild of America, Inc.
2. The term "*Company*" means any signatory to this Agreement and any corporation(s), firm(s) or individual(s) which shall be successor to such company or companies, whether by operation of law or otherwise, and may be referred to as "*Employer*."
3. The term "*Director*" means anyone employed by the Company who directs any element, audio or video, of a "*television program*" (as hereinafter defined in Section A. of Article 2), or segment thereof, or audition thereof, or directs any closed circuit as specified in Paragraph 6. of this Article 1.A., or directs any commercial, and same may be referred to herein as "*Employee*."
4. The term "*Associate Director*" means anyone employed by the Company who performs the duties set forth in Section B. of Article 2 hereof in connection with television programs as defined in Paragraph

6. hereof, or in connection with any closed circuit specified in Paragraph 6. hereof, or in connection with any commercial, and same may be referred to herein as "*Employee*."

5. The term "*Stage Manager*" means anyone employed by the Company who performs the duties set forth in Section C. of Article 2 hereof, or in connection with any closed circuit specified in Paragraph 6. hereof, or in connection with any commercial, and same may be referred to herein as "*Employee*."

6. The terms "*television program*," "*program*," "*show*" or "*commercial*," as used in this Agreement (hereinafter collectively referred to as "*programs*"), shall include, in addition to programs simultaneously originated for broadcast for a live performance, each of the following:

(a) Programs produced or recorded by means of any electronic audio or video equipment (including, but not limited to, a

Article 2, Section A. -12-

ARTICLE 2.

SECTION A. DIRECTORS

Subject only to the supervision and control of the Producer, the Executive Producer, or the Company executive to whom he/she reports, the authority and

responsibility of the Director includes the following:

1. All changes and cuts in the script at the time of recording or "on-the-air" to bring the script into conformity with the Director's artistic interpretation and time requirements.
2. Casting and auditioning for casting during the period of his or her employment. In addition, the Director shall be advised of all prior casting commitments at the time of his or her engagement and will thereafter be advised of all proposed casting.
3. Determining, in production conferences with any persons assigned to the program or commercial, all audio and video elements of the program or commercial.
4. Selection and approval of music.
5. Directing of all elements of each television program or commercial.
6. On-the-air integration of the various elements that make up a multimobile unit or multi-point origination.
7. Directing all closed circuits and non-broadcast presentations which require the duties of a Director.
8. Surveying all remote locations.
9. The Director or, at his or her option, an Associate Director or Stage Manager, shall issue instructions directly to the technical crew.

10. The Director who directs the recording of the production of a prerecorded television program or commercial shall edit such recording

-19- Article 3

ARTICLE 3.

RECOGNITION

SECTION A.

The Guild is recognized by the Employer as the sole collective bargaining agent

for all Directors, Associate Directors and Stage Managers in the television industry.

SECTION B.

The phrase "*television industry*," as used in Section A. above and limited to Section A. above only, shall be deemed to mean the production by the undersigned

Company of all types of television programs on film (as provided in Article 1.A.6.(b) and Article 1.B.3. hereof) or on tape or transferred from tape to film or

film to tape, or otherwise, of any gauge or size or type, or live, whether for public

or private showings as theatrical, television, supplemental markets, industrial,

religious, educational, commercial, documentary or government films, and whether

produced by means of motion picture cameras, electronic cameras or devices, tape

devices or any combination thereof, or other means, methods or devices now known or yet to be devised, in connection with which a Director, Associate Director or Stage Manager renders services as an employee.

Article 4 -20-

ARTICLE 4.

GUILD SECURITY

During the term of this Agreement, the Company will maintain in its employ as

Directors, Associate Directors or Stage Managers only such persons who are members of the Directors Guild of America, Inc. in good standing or who shall

make application for membership in the Directors Guild of America, Inc. within

the time permitted by law.

Subject to the provisions of this Article and to the extent that it shall be lawful so to do, the Employer agrees that in every future employment agreement it enters into with an Employee, the Employee shall promise to be or become a member of the Guild in good standing, as herein provided, and shall remain so for the duration of the employment agreement; that subject to the provisions of this Article and to the extent that it may be lawful so to do, the Employer shall require such person to agree that if he or she shall fail or refuse to so become or remain a member of the Guild in good standing, as herein provided, the Employer will terminate its further obligations under such employment agreement. The terms of this Agreement shall be part of such employment agreement.

The term "member of the Guild in good standing" means a person who offers to pay (and, if the Guild accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of applicable law. Before termination of any employment becomes effective, the Guild shall give written notice to the Employee of the initiation, reinstatement or upgrade fee and/or delinquent dues payable. If the Employee fails to pay such fees and dues, the Guild shall give written notice to the Employer of such failure and the amount of fees and/or dues payable. If such amount is paid within five (5) days after such notice to the Employer, the Employee's dismissal shall not be required by reason of non-payment of such fees or dues. The term "*dues*," as used in this Article 4, shall not include fines, penalties, assessments or initiation fees.

-21- Article 5

ARTICLE 5.

REPORTING OF EARNINGS

Within fifteen (15) days after the close of each quarter, the Employer will submit a list of all Employees employed by Employer during the quarter showing each Employee's earnings for that period. For the purpose of this Article, earnings shall include only direct compensation of all types required hereunder (including so-called "overscale" amounts) paid to Employee, and shall not include, without limitation, profit participations, gross participations, payments for services and rights not covered by this Agreement, payments received by Director for exhibition of a theatrical motion picture on free television, payments for free television reruns, supplemental markets and residual payments under Article 29, and per diem, travel allowance, and other reimbursements which are not compensation for services rendered pursuant to this Agreement.

* The Trustees of the Directors Guild – Producer Health and Welfare Plan may determine that an increase in the contribution rate to the Health and Welfare Fund is needed to maintain the level of benefits in existence on July 1, 2005 (less any reduction in benefits approved by the Trustees before that date). If the Trustees so determine, the increase in minimums in the column marked "7/1/07" will be reduced by an equivalent percentage.

Article 6, Section A. -22-

ARTICLE 6.

BASIC MINIMUM COMPENSATION AND CONDITIONS FOR DIRECTORS

SECTION A. DRAMATIC PROGRAMS

1. Network Prime Time

Program Length 7/1/05 10/1/05 7/1/06 7/1/07-Included Days

0 - 15 Minutes \$12,587 \$12,965 \$13,354 \$13,755 4 days

16 - 30 Minutes 19,361 19,942 20,540 21,156 7, 1 day of which need not be

consecutive

31 - 60 Minutes 32,879 33,865 34,881 35,927 15, 2 days of

which need not be

consecutive

61 - 90 Minutes 54,798 56,442 58,135 59,879 25, 4 days of
which need not be
consecutive

91 - 120 Minutes 92,056 94,818 97,663 100,593 42, 7 days of
which need not be
consecutive

For programs in excess of two (2) hours, the minimum and included days shall be computed at the two (2) hour rate plus a proration of the one (1) hour schedule for any such time in excess of two (2) hours.

-49- Article 7, Section A.

ARTICLE 7.

ADDITIONAL COMPENSATION FOR RERUNS, SEGMENT RE-USE AND FOREIGN USE PAYMENTS SECTION A. HOW PAID

1. The salary paid to the Director for his or her services in connection with a television program shall constitute payment in full for the broadcasting of such program once in each city in the United States, its territories, possessions and Canada, in which any television broadcasting stations are now located and once in each city in the United States, its territories, possessions and Canada, in which any television broadcasting stations are hereafter for the first time established.

(a) A television program which has been telecast not more than once in any city in the United States, its territories, possessions and Canada, is in its first run. A television program which has been telecast more than once, but not more than twice in any city in the United States, its territories, possessions and Canada, is in its second run. A similar test applies in determining when a television program is in its third and succeeding runs.

(b) If the Company desires to telecast any television program(s) described in Article 6 for more than one run in the United States, its territories, possessions and Canada, the employment contract of each Director engaged therein shall contain a separate provision for additional compensation for reruns which shall be not less than those amounts and percentages found in Section B.

Article 8 -66-

ARTICLE 8.

COMMERCIALS AND PROMOTIONAL ANNOUNCEMENTS SECTION A. COMMERCIALS - SEE SIDELETTER #2 SECTION B. PROMOTIONAL ANNOUNCEMENTS

1. No additional compensation is payable to the Director of a program or episode of a series who also directs, within his or her included days for such program or episode, promotional announcements for the program or series; provided, however, that with respect to a promo for a series (as distinguished from the particular episode), the Director must be engaged for half or more of the series' episodes for the then current season. If the Director of a program or episode is entitled to compensation for directing promotional announcements, either because such services are not performed within his or her included days, or in the case of a promo for a series because the Director has not been engaged for half or more of the series' episodes, such additional compensation shall be computed on the basis of Paragraph 2. below.

2. If a Director is engaged specifically and only for the purpose of directing promotional announcements, he or she shall be paid the applicable "additional day" rate in Article 6, with one day of preparation time allowed, provided that if the Director is called for a single day's employment and the recording of the promotional announcements takes five (5) hours or less, then the preparation requirement shall be included in the same day and only one (1) day's compensation shall be paid.

-67- Article 9, Section A.

ARTICLE 9.

GENERAL CONDITIONS

SECTION A.

1. The Director of a simulcast shall be paid, in addition to the applicable minimum, additional compensation of thirty-three and one-third percent (33⅓%) thereof.

2. A Director shall not be denied his or her compensation for the original broadcast, live repeat broadcast or pre-recording of a television program by reason of the failure to broadcast or pre-record such program due to preemption.

3. Sustaining rates shall be seventy-five percent (75%) of commercial rates. Sustaining rates shall not be applicable to prime time programs.

4. Offset of Overscale Compensation

(a) Overscale cannot be used to credit or offset, in any manner, any payments required to be made to the Director. The only exception to this credit or offset prohibition is the right of the Employer to negotiate with the Director to credit or offset residuals against monies in excess of two hundred percent .

(200%) of scale. Residuals cannot otherwise be prepaid. Any prepayment must be specifically set forth in the deal memorandum in the specific dollar amounts to be credited or offset. The foregoing restrictions shall not apply to contracts of employment entered into on or before July 1, 1981 as to which the provisions of the 1978 Agreement shall apply.

The restrictions in the paragraph above shall not apply to news, sports and public affairs programs as to which compensation in excess of the applicable basic minimum compensation may be offset against other monies which may become due to the Director; provided that the Company and the Director have agreed in advance to such offset (and have set forth such

^s See Article 32 for terms and conditions applicable to multi-camera prime time dramatic pilots, presentations and series.

• See text of footnote on page 22.

Article 10, Part 1, Section A. -84-

ARTICLE 10.

BASIC MINIMUM COMPENSATION AND CONDITIONS FOR ASSOCIATE DIRECTORS AND STAGE MANAGERS

PART 1. PRIME TIME DRAMATIC PROGRAMS^s

The minimum salaries and conditions of employment set forth in this Part 1. shall

govern the employment of Associate Directors and Stage Managers on prime time dramatic programs.

SECTION A. MINIMUM SALARIES

1. Salary

PERIOD TYPE OF RATE Associate

Director

First Stage

Manager

Stage

Manager

7/1/05 -

9/30/05

Studio Workweek

Distant Location

Workweek

\$3,385

4,738

\$2,812

3,928
\$2,430
3,395
10/1/05 -
6/30/06
Studio Workweek
Distant Location
Workweek
3,487
4,880
2,896
4,046
2,503
3,497
7/1/06 -
6/30/07
Studio Workweek
Distant Location
Workweek
3,592
5,026
2,983
4,167
2,578
3,602
7/1/07 -
6/30/08*
Studio Workweek
Distant Location
Workweek
3,700
5,177
3,072
4,292
2,655
3,710

A studio workweek shall consist of five (5) days (freelance or term contract). A distant location workweek shall consist of six (6) of seven (7) days (freelance or term contract).

-117- Article 11, Section A.

ARTICLE 11.

PENSION AND HEALTH AND WELFARE

SECTION A. PENSION

1. The Company shall contribute to the Directors Guild of America – Producer Pension Plan five and one-half percent (5½%) of the gross compensation, including residuals and foreign use payments, of Directors, Associate Directors and Stage Managers. For purposes of computing such Company contribution in connection with any television tape, gross compensation shall not include sums in excess of the greater of the following: (i) the aggregate of two and one-half (2½) times the applicable minimum initial compensation under this Agreement; or (ii) the initial compensation agreed upon in the individual Employee's contract.
2. Each Employee shall also contribute to the aforesaid pension trust fund two and one-half percent (2½%) of the amount used as the basis for computing the Company's five and one-half percent (5½%) contribution, and such amount shall be deducted by the Company from his or her compensation and paid directly to the pension trust fund on his or her behalf.
3. The contributions described above shall be transmitted directly to the Trustees of the Pension Plan according to Plan requirements.
4. Upon signing this Agreement, the Company acknowledges that it has received a copy of and is familiar with the provisions, terms and conditions of the Directors Guild of America–Producer Pension Plan Trust Agreement.
5. By the execution and delivery of this Agreement, the Company agrees to become a party to said Trust Agreement and bound by the terms and provisions thereof as now in effect or hereafter amended.

Article 12, Section A. -120-

ARTICLE 12.

PENSION, HEALTH AND WELFARE -- TRUST FUNDS AND DELINQUENCIES

SECTION A. TRUST AGREEMENTS

The Employer and the Guild agree to accept, assume and be bound by the separate

Trust Agreements establishing the "Directors Guild of America–Producer Pension

Plan" and "Directors Guild–Producer Health and Welfare Plan," and all modifications, alterations and amendments made thereto. The Employer shall,

upon request, be furnished a copy of said Trust Agreements by the Plan Offices.

SECTION B. TRUSTEES

The Employer irrevocably designates and appoints the Alliance of Motion Picture

& Television Producers as its attorneys in fact for the selection, removal and substitution of Producer Plan Trustees of such Trusts. Producer Plan Trustees shall

be appointed by the Alliance of Motion Picture & Television Producers, by the

Network Group and the Association of Independent Commercial Producers, or

other employer associations which are entitled to appoint Producer Plan Trustees

under the terms of the Trust Agreements.

SECTION C. DELINQUENT CONTRIBUTIONS

The Employer specifically agrees to be bound by the provisions of the Trust Agreements referred to in this Section A., relating to the payment of attorneys'

fees, court costs, interest, liquidated damages and auditing costs in connection with

delinquent contributions and the collection of delinquent contributions to the Plans,

as they now exist and as they may be modified in the future.

SECTION D. ARBITRATION

The Trustees of the Plans are not parties to this Agreement and are not obligated by

this Agreement to arbitrate any of their rights under this Agreement; provided,

however, the Guild retains the right to enforce the provisions of this Article 12.

-123- Article 13

ARTICLE 13.

MOTION PICTURE AND TELEVISION FUND

Upon written authorization of the Employee, the Employer will deduct from such

Employee's salary and pay to the Motion Picture and Television Fund the authorized contribution.

Article 14, Section A. -124-

ARTICLE 14.

CONTRACTS OF EMPLOYMENT

SECTION A. CONTRACTS

1. A separate written contract shall be made between the Company and each Director with respect to each engagement of the Director by the Company.

2. Negotiations Not to be Prolonged – Offsets to be Specified in Salary Paragraph – Deal Memorandum

(a) All negotiations for the employment of freelance Directors will be carried on diligently and in good faith in order that a written contract of employment may be executed as soon as practicable. To further this end, the Guild will undertake to secure the full cooperation of the Directors and their agents.

(b) Following the oral confirmation between Employer and a freelance Director, or his or her agent, of the rate of compensation and the starting date for a proposed employment of the freelance Director, the Employer will deliver to the Director, prior to his or her employment, a "deal memorandum." Such deal memorandum shall set forth at least the information contained in Exhibit "F," attached hereto. The deal memorandum submitted may contain further terms in addition to those specified in Exhibit "F," including part or all of the terms of the employment contract. A copy of the deal memorandum shall be delivered to the Guild concurrently by the Company.

Following the deal memorandum, the Employer will, as soon as practicable, deliver to the Director a proposed written contract of employment of the freelance Director. Such contract shall clearly set forth the Director's weekly salary rate and, subject to the provisions of Article 9.A.4., shall clearly specify in the same paragraph whether or not and in what manner overscale compensation may be offset by the Employer, except that the

-129- Article 15

ARTICLE 15.

AUTHORITY OF DIRECTORS

SECTION A.

It is recognized that the functions and duties of Directors are of a professional creative character.

SECTION B.

The Company shall take all steps which, in its opinion, are reasonable and are within the framework of the Company policies and methods to support the

authority of the Director with respect to the direction of the rehearsal and performance of each program or commercial for which he or she is employed.

SECTION C.

Within such policies, the Company shall recognize that during rehearsal periods, the direction of the component parts of the production shall be the responsibility of the Director, and any changes or suggestions shall be made to the Director; and the Company shall aid the Director by refusing admittance to persons not authorized by them to the studio and control room or the control site at remotes during rehearsal and performance.

SECTION D.

It is understood that only the Director may direct. Given the nature of the control room, conversation must be kept at a minimum, and all persons should follow the proper chain of command.

SECTION E.

In order to provide the most creative environment possible for the Director and actor(s) in casting sessions, no one shall be present at casting sessions except those

-131- Article 16, Section A.

ARTICLE 16.

CREDITS

SECTION A. TELEVISION CREDITS

1. The Company shall give video credit to the Director for each show he or she directs.

(a) The Company shall not delete such credit on reruns or delayed broadcasts.

(b) The Company will not hereafter and during the term hereof enter into any agreement with any guild, craft, union or labor organization in which it agrees to accord members thereof credit which includes the word "Director" or any derivation thereof; and,

(c) that except as required by agreements heretofore executed by the Company, the Company will not grant to an individual,

other than a Director, any form of paid advertising credit which includes the word "Director," "direction" or any derivation thereof.

(d) It is understood that the Company shall not enter into any agreement with any union, guild or other firm, person or corporation which restricts in any manner the right of a Director to negotiate for screen, paid advertising or other credits in any form desired by him or her, subject to waiver.

(e) When two (2) or more episodes of the same series are exhibited back-to-back, whether in the medium of original exhibition or in a subsequent medium of exhibition, the Employer may place the "Directed by" credits before the first episode, so long as the "Directed by" credits are clearly identified with the correct episode or title or a designation such as Part I or Part II and appear on separate cards (unless all applicable episodes were directed by the same Director). The cards will be the last cards before the first scene of the picture or, when permitted, the first

-137- Article 17

ARTICLE 17.

STAGING

SECTION A.

The category of personnel sometimes heretofore referred to as "stagers" is not

deemed a separate craft and the function sometimes heretofore known as "staging"

will be deemed for all purposes a directorial function.

SECTION B.

The terms and conditions of employment of persons engaged by the Company in

performing the aforesaid directorial function shall be governed by this Agreement

and such persons will be required to comply with all provisions of this Agreement.

SECTION C.

The Company will not give air credits in the form of "Staged by

_____ " or any other credit utilizing any form of the word "stage"

except that credit for staging choreography may be given where it is made clear

that the staging is limited to dance numbers or dancing alone.

Article 18 -138-

ARTICLE 18.

STRIKES - UNUSUAL DUTIES

A. In the event of any strike by any other union or by the Guild concerning members or matters not covered by this Agreement, the Employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

B. (1) The Guild agrees that during the term hereof it will not call or engage in or assist any strike, slowdown or stoppage of work affecting television production against the Employer. The Guild agrees that it will use its best efforts in good faith to require its members to perform their services for the Employer. The Guild and the Employer mutually agree that during the term of this Agreement they will endeavor to promote goodwill, mutual understanding and real cooperation between members of the Guild and the Employer.

(2) Notwithstanding the foregoing provision, it shall constitute a material violation of this Agreement for the Employer to attempt to impose discipline as a result of the refusal of any Employee to cross any primary picket line duly authorized by the Guild.

(3) In the event any Employee who is also a member of a collective bargaining organization or union other than the Guild ("union") is requested in writing by Employer to cross a picket line of such union, and the Employee crosses such picket line at the request of the Employer to perform services hereunder, then the Employer shall be deemed to have indemnified and held harmless such Employee from any monetary loss, such as, without limitation, fines, or claims arising out of the defense of any disciplinary or court action by the union or its members suffered by such Employee as a result thereof including, but not limited to, attorneys' fees and arbitration and court costs. It shall constitute a material violation of this Agreement for the Employer to attempt to impose discipline because of the Employee's refusal to cross such picket line of such other union absent the specific written request (and indemnity) of Employer.

-139- Article 19, Section C.

ARTICLE 19.

NON-DISCRIMINATION

SECTION A. POLICY

1. The parties mutually reaffirm their policy of non-discrimination in the employment or treatment of any Employee because of race, creed,

age, religion, color, sex, national origin or physical handicap, in accordance with applicable state or federal laws.

2. Agreement by the Employer and the Guild to the provisions of this Article 19 shall not expand or contract any legal rights or obligations conferred under state and federal laws, including conferring a right of contribution upon the Employer against the Guild or vice versa.

SECTION B. REPORTS

1. The Employer shall submit to the DGA within thirty (30) days following the end of each calendar quarter a report of the sex and ethnicity of persons employed under the classifications hereunder during the preceding quarter. The report shall also identify Directors regardless of sex and ethnicity who are employed on prime time dramatic television programs and have no prior credits on prime time dramatic television programs. The report shall conform with the instructions and form set forth in Exhibit "A" of this Agreement.

2. If Company has not submitted reports previously, the Guild will not unreasonably deny Company's request for an extension of time to submit the first report.

SECTION C. REPRESENTATIVES

1. The Employer shall designate an individual as the Equal Employment Officer who shall be responsible for the preparation and submission of reports as provided in Section B.

Article 20, Section A. -142-

ARTICLE 20.

ARBITRATION

SECTION A. MATTERS SUBJECT TO GRIEVANCE AND ARBITRATION

1. Arbitrability

The following matters shall be subject to arbitration: All grievances, disputes or controversies over the interpretation or application of this Agreement and, in addition, all grievances, disputes or controversies over the interpretation or application of any Employee's personal services contract or deal memo with respect to (a) credit provisions, (b) cutting rights provisions, (c) preview rights provisions, (d) creative rights provisions (including, without limitation, all consultation and/or approval rights of any kind relating to any program), (e) money claims for unpaid compensation seeking \$450,000 or less, (f) cash per diem payments for Employees only; provided, however, that grievances, disputes or controversies over the interpretation or application of any personal service contract or deal memo shall not be arbitrable if they

relate to (1) perquisites such as per diem (except as provided above), travel arrangements, secretarial services and the like, (2) compensation measured by net or gross proceeds, or (3) other provisions not referred to in (a) through (f) hereinabove. The Arbitrator shall determine any dispute as to the arbitrability of any matter hereunder.

2. Limitation on Arbitrator's Power

The Arbitrator shall not have the power to vary, alter, modify or amend any of the terms of this Agreement or of any deal memo or personal service contract in making a decision or award.

3. Defenses, Setoffs and Counterclaims

(a) In any grievance or arbitration concerning a claim for unpaid compensation under an Employee's deal memo or personal service contract, the Employer may assert any and all defenses,

-155- Article 21

ARTICLE 21.

WAIVERS

Waivers of any provisions of this Agreement between the Company and the Guild

may be granted only by the Guild in its sole discretion and not by any member of

the Guild. All requests by the Company for waivers shall be confirmed in writing

forthwith. The Guild may also impose conditions in connection with waivers which are granted.

Article 22 -156-

ARTICLE 22.

POSTING OF BOND

The Guild may require the posting of a bond to secure the payment of compensation, including pension, health and welfare, vacation pay, residuals,

foreign play fees and all other monetary items due or becoming due to Employees

in those categories represented by the Guild, and also may impose conditions to

secure such payment.

-157- Article 23, Section A.

ARTICLE 23.

OTHER USES OF TELEVISION PROGRAMS

SECTION A.

In the event the Company intends to release a program produced for broadcast under this Agreement in media other than television, radio, closed circuits, the

Internet, or home pay television, the following conditions shall obtain:

1. If a recording of a television program covered by this Agreement is released in theatrical exhibition (excluding theater pay television), the Director of such program shall be paid, as separate and additional compensation for theatrical exhibition use of such program, an additional amount equal to that which a Director employed to direct a television program of like type and budget pursuant to the Basic Film Agreement of Directors Guild of America, Inc. in effect at the time such program was recorded would have received for theatrical exhibition of such television film.

2. Except as otherwise provided to the contrary in Articles 24 and 29 hereof, in the event the Company intends to produce programs which, if produced for television broadcast, would be covered by this Agreement, but which are intended for initial release in public transportation (*i.e.*, airplanes, ships, etc.) or in theater pay television (except sports programs as hereinafter provided) or for visual electronic systems used in connection with home television receivers or otherwise, or in the event the Company intends to release a television program covered by this Agreement for any of such uses, the Company shall notify the Guild at least fifteen (15) days prior to such intended production or release, and the Guild and Company agree to bargain in good faith at such time as to Directors' fees for such production or release. If no agreement is reached within thirty (30) days from the commencement of such negotiation, the Guild may, on ten (10) days written notice, terminate this Agreement.

3. When a sports program is broadcast as a television program and is also fed to theater pay television in the originating city only (if the originating city is blacked out), the Company shall pay to the Director

Article 24, Section A. -168-

ARTICLE 24.

SUPPLEMENTAL MARKETS

SECTION A. PROGRAMS COVERED

The provisions of this Article 24 relate and apply only to television programs as

defined in Article 1, Section A., Paragraph 6.:

1. produced by the Company (hereinafter referred to as "the Employer")

or within the provisions of Section G., Paragraph 4., and
2. the production of which commenced on or after July 1, 2005, which television programs are, either during the term hereof or any time thereafter, released in supplemental markets (as defined below); and
3. produced by the Employer with Employees under the terms of this Agreement or in the employ of the actual Producer as described in Section G., Paragraph 4., to which employment the provisions of this Section apply.

4. As used in this Article 24, the term "television programs" refers to television programs with the additional qualifications set forth in the above Paragraphs 1., 2. and 3.

Such a program is sometimes herein called "Such Program."

SECTION B. DEFINITIONS

The term "Supplemental Markets," as used in this Agreement, means only:

The

exhibition of television programs by means of cassettes (to the limited extent provided in Paragraph 1. of this Section B.) or pay television, as those terms are

hereafter defined in this Section B., and the exhibition of television programs on

any commercial carrier such as commercial airlines, trains, ships and buses (referred to herein as "in-flight").

1. Cassettes: For the purposes of this Article 24, a cassette is any audio-visual device, including without limitation, cassette, cartridge or

-185- Article 25

ARTICLE 25.

RADIO

In the event the Company intends to produce radio programs, it agrees to use the

appropriate Guild personnel at rates of pay and under terms and conditions not less

than those contained in the Freelance Radio Agreement.

Article 26 -186-

ARTICLE 26.

NOTIFICATION – USE OF FACILITIES

The Company shall notify the nearest Guild office when its television facilities are

rented or leased under a "bare wall" lease by another employer for the purpose of

producing programs or commercials to be directed by a Director not employed by the Company. If the Company fails to notify the Guild prior to the production of the program or commercial, the Company shall become responsible under this Agreement for such production.

-187- Article 27

ARTICLE 27.

AGREEMENT TO BE INTERPRETED IN ACCORDANCE WITH LAW

In the event that any of the terms or conditions of this Agreement shall be contrary to law or unenforceable by reason of any law or governmental decision, ruling or regulation, performance thereof may not be enforced hereunder, and such terms or conditions shall be deemed to be severable, and the illegality or unenforceability thereof shall not in any manner affect or impair any other terms or conditions of this Agreement.

Article 28 -188-

ARTICLE 28.

EFFECTIVE DATE AND TERM

SECTION A.

This Agreement, except as otherwise specifically provided, shall be effective as of

July 1, 2005 and shall terminate on June 30, 2008 unless sooner terminated as

herein otherwise provided.

SECTION B.

The parties agree that at least sixty (60) days prior to July 1, 2008, they shall in

good faith negotiate with respect to a new agreement to take effect upon the termination hereof.

SECTION C.

The provisions of the 2002 Agreement apply to services of Employees performed

prior to July 1, 2005, on programs the recording of which commenced before July 1, 2005.

-189- Article 29, Section A.

ARTICLE 29.

MINIMUM SALARIES AND RESIDUAL COMPENSATION FOR DIRECTORS OF PROGRAMS PRODUCED MAINLY FOR THE PAY

TELEVISION AND VIDEODISC/VIDEOCASSETTE MARKET SECTION A. APPLICABILITY OF THIS ARTICLE

1. Covered Programs

This Article is applicable to the employment of Directors for programs produced mainly for the "pay television" and/or the "videodisc/videocassette" market, as the quoted terms are defined below, except that the following types of programs produced mainly for such market are covered only by Section I., Paragraph 5. of this Article 29: industrial and religious programs, commercials, advertising shorts and trailers, educational, informational and instructional programs and documentaries. A program to which this Article is applicable is referred to herein as a "covered program," but such term does not include programs covered only by Section I., Paragraph 5.

2. Videodisc/Videocassette

The term "videodisc/videocassette," as used in this Article, shall mean disc, cassette, cartridge and/or other device serving a similar function which is sold or rented for play on a home-type television screen in the home.

3. Pay Television

The term "pay television," as used in this Article, shall mean exhibition on a home-type television screen by means of a telecast, cable, closed circuit, satellite to home or CATV when a majority of licensed systems meet the following tests:

- (a) a separate channel is provided for which the subscriber pays a separate fee (which fee is a substantial charge relative to other charges made to the subscriber) for that channel;

-217- Article 30, Section A.

ARTICLE 30.

RESPONSIBILITY FOR RESIDUAL PAYMENTS

With respect to all television programs, the production of which commences on or

after July 1, 2005, produced under the Directors Guild of America Inc. Freelance

Live & Tape Television Agreement (hereinafter referred to as the "FLTТА"),

which are rerun on free television or which are released to basic cable, in Supplemental Markets, for foreign telecasting or for theatrical exhibition, the following provisions shall be applicable:

**SECTION A. DISTRIBUTOR'S ASSUMPTION AGREEMENT --
TELEVISION RERUNS, BASIC CABLE EXHIBITION,
FOREIGN TELEVISION EXHIBITION, THEATRICAL
EXHIBITION AND SUPPLEMENTAL MARKETS USE**

1. Prior to the commencement of principal photography of each such television program in which one or more Employees covered by this Agreement renders services, if the Employer is not also the Distributor of such program for free television, basic cable, foreign television exhibition, theatrical exhibition or in Supplemental Markets (as applicable), Employer shall obtain from the Distributor having such distribution rights and deliver to the Guild a separate written agreement herein called "Distributor's Assumption Agreement," made expressly for the benefit of the Guild as representative of the Employees involved and, insofar as Supplemental Markets rights are concerned, for the benefit of the Directors Guild of America -- Producer Pension Plan (hereinafter "the Pension Plan"), by which such Distributor agrees to assume and pay the amounts payable hereunder by reason of the exhibition of such program on free television, basic cable, foreign television, theatrically or in Supplemental Markets (as applicable), including applicable pension and health contributions (all such payments are collectively referred to as "Residuals"), when and as the same become due.

In the event such Distributor is a signatory Employer, it shall be deemed automatically bound to such Distributor's Assumption Agreement and delivery and execution of the Assumption Agreement shall not be necessary.

• See text of footnote on page 22.

-241- Article 31, Section A.

ARTICLE 31.

**PROGRAMS MADE PRIMARILY FOR THE BASIC CABLE
MARKET**

**SECTION A. TERMS AND CONDITIONS FOR HIGH BUDGET
DRAMATIC PROGRAMS ONE-HALF HOUR OR MORE**

IN LENGTH MADE PRIMARILY FOR THE BASIC CABLE MARKET

The following terms and conditions shall be applicable only to high budget dramatic programs one-half (½) hour or more in length which are made primarily for the basic cable market:

1. High Budget Figures

The term "high budget" shall mean programs whose budgets equal or exceed the following amount:

Length of Program "High Budget"

Figure

30 minutes \$ 443,487

60 minutes (but more than 30) 831,539

61 - 120 minutes 2,217,436

More than 2 hours \$2,217,436 for the first 2 hours plus \$1,108,718 for each additional hour or portion thereof

2. Initial Compensation and Included Days - Directors

Initial compensation for Directors of two (2) hour high budget dramatic programs made primarily for the basic cable market shall be set at \$59,097 (\$60,870 effective October 1, 2005, \$62,696 effective July 1, 2006 and \$64,577 effective July 1, 2007) for which there will

-245- Article 32

ARTICLE 32.

TERMS AND CONDITIONS FOR MULTI-CAMERA PRIME TIME DRAMATIC PILOTS, PRESENTATIONS AND SERIES

The provisions of Article 24 of the Basic Agreement, "Terms and Conditions for

Multi-Camera Prime Time Dramatic Pilots, Presentations and Series," cover multicamera

dramatic pilots, presentations and series episodes, the recording of which commences on or after July 1, 2005, provided that:

(a) any such episode is part of a series, the recording of which series commenced on or after February 10, 2002; and

(b) any such pilot, presentation or episode is intended for initial exhibition in prime time and is produced for either:

(i) free television;

(ii) the pay television/videocassette market and is of a type

generally produced for network prime time; or
(iii) basic cable, is one-half hour or more in length and is "high budget" within the meaning of Article 31.A.1 of this Agreement.

The provisions of Article 24 of the Basic Agreement are deemed incorporated herein by reference as though set forth in full.

-247- EXHIBIT 1

QUALIFIED RESIDUAL PAYOR LETTER OF AGREEMENT

As of July 1, 2005

Dear _____:

Reference is made to the provisions of Article 30 of the Freelance Live & Tape

Television Agreement of 2005 ("FLTТА").

The Directors Guild of America ("the DGA" or "the Guild") hereby agrees that the

undersigned Company satisfies the requirements for Qualified Residual Payor

status with respect to each television program produced under a DGA FLTТА for

which the undersigned Company, or any of the additional companies identified

below, has distribution rights and has agreed to be bound by, perform, or guarantee

the performance of, all the obligations to be performed by a Distributor/Buyer

pursuant to the Distributor's or Buyer's Assumption Agreement, copies of which

are attached hereto, and to adhere or guarantee adherence to all other provisions in

Article 30 of the FLTТА including, without limitation, the arbitration provisions

("Such Program"), subject to the following conditions:

1. The undersigned Company shall, promptly after acquisition, notify the Guild in writing of the territories, media and term of distribution rights in Such Program which the undersigned Company, or any of the companies identified below, hereafter acquires.

2. As to Such Program, the undersigned Company shall be afforded all of the rights, and assume all of the obligations, of a Qualified Residual Payor under the FLTТА.

3. With respect to any Such Program for which the undersigned Company is acting as a guarantor, it agrees to execute and deliver, in a form acceptable to the Guild (which may include the Standard Letter of Guaranty set forth in Exhibit 2), an unconditional guarantee of payment of all Residuals and any obligations related to the reporting or payment of Residuals under the FLTTA.

4. With respect to any Such Program for which the undersigned Company has agreed to guarantee the payment of Residuals and

-251- EXHIBIT 2

STANDARD LETTER OF GUARANTY

Date:

Re: (Identify Program and Employer)

Dear _____:

1. This is to confirm that

("Guarantor"), a Qualified Residual Payor which is a signatory to the Qualified Residual Payor Letter of Agreement with the Directors Guild of America ("DGA"), hereby unconditionally guarantees the performance of all of the Employer's obligations to pay additional compensation ("Residuals") as required under the Directors Guild of America Freelance Live & Tape Television Agreement of 2005 ("FLTTA") and the Qualified Residual Payor Letter of Agreement (incorporated herein by this reference) which becomes payable under DGA's jurisdiction with respect to the television program entitled " _____ " ("the Program"), as a result of the distribution, exhibition or exploitation of the Program in _____ [describe media, territories and term].

2. The undersigned further agrees to comply with all record-keeping and reporting obligations under the FLTTA with respect to the exhibition, distribution or exploitation of the Program, and the Guild shall have the right at reasonable times and upon reasonable notice to examine the books and records of Guarantor pertaining to such exhibition, distribution or exploitation as they relate to the payment of Residuals hereunder.

3. By executing this Guaranty, Guarantor acknowledges and agrees that it is guaranteeing the performance of all of the obligations required of a distributor by the Distributor's Assumption Agreement in the FLTTA with respect to the distribution, exhibition or exploitation of the Program in the media, territories and for the term referred to in Paragraph 1. above.

4. It is expressly understood that the right of Guarantor or Employer to

distribute, exhibit or exploit the Program in the media, territories and for the term described in Paragraph 1. above shall be subject to and conditioned
EXHIBIT "A" -254-

EXHIBIT "A"

INSTRUCTIONS

The minority codes utilized in this report represent the following:

W - WHITE

AF - AFRICAN-AMERICAN

H - HISPANIC

AS - ASIAN-AMERICAN

NA - NATIVE AMERICAN

When completing this report, the employment statistics must be reported in order

that two (2) types of statistics can be obtained: The first statistic will indicate the

number of persons employed in the respective category (referenced above) during

that quarter; the second statistic will indicate the number of days worked or guaranteed in the respective categories for that quarter. Therefore, in each category there will be two (2) separate sets of statistics, one on top of the other

separated by a horizontal slash (example below). The top statistic will represent

the number of Employees working. The bottom statistic will be the number of

days worked during the same quarter.

Example:

DIRECTOR

W AF H AS NA UNKNOWN

MALE 1/56

FEMALE 1/25

In the above example, there was one (1) male White Director working during the

quarter for a total of fifty-six (56) days worked or guaranteed. There was one (1)

female African-American Director working for a total of twenty-five (25) days

worked or guaranteed.

-257- EXHIBIT "B"

EXHIBIT "B"

**PAY TELEVISION AND VIDEODISC/VIDEOCASSETTE
PAYMENTS FUND AGREEMENT**

THIS AGREEMENT is made as of the 1st day of July, 2005 by and between the undersigned, and such other companies as shall hereafter agree to

contribute to the fund referred to hereafter (individually called "Employer" and

collectively called "Employers"), the undersigned Pay Television and Videodisc/Videocassette Payments Fund Administrator ("Administrator") and the

Directors Guild of America, Inc. ("Guild").

WITNESSETH:

A. Each Employer executes this Agreement pursuant to its undertaking so to do under the Directors Guild of America Basic Agreement of 2005 ("Basic

Agreement") and the Directors Guild of America Freelance Live and Tape Television Agreement of 2005 ("FLTТА"), simultaneously herewith entered into

by the Guild.

B. Each Employer, by executing and delivering this Agreement assumes the duties and obligations to be performed and undertaken by each such Employer

hereunder. The Administrator has been designated collectively by the Employers,

who have requested it to assume and perform the duties of the Administrator hereunder and it is willing to do so in the manner prescribed herein.

NOW, THEREFORE, in consideration of the promises, of the mutual covenants herein contained, of the undertakings assumed by each Employer, and of

the undertakings assumed herein by the Administrator at the request of the Employers, it is agreed as follows:

1. (a) Reference is made to Article 20 of the Basic Agreement and Article 29 of the FLTТА.

(b) Subject to Paragraph 2.(c) hereof, each Employer shall make payments to the Administrator as required in said Articles ("Fund Payments").

(c) Each Employer shall also pay the following amounts to the Administrator with respect to each Fund Payment made by such Employer:

EXHIBIT "B" -265- EXHIBIT "B-1"

EXHIBIT "B-1"

Instructions to Pay TV Fund Administrator

Notwithstanding anything to the contrary in other provisions of the Directors Guild of America Basic Agreement of 2005 ("BA") and the Directors Guild of

America Freelance Live and Tape Television Agreement of 2005 ("FLTТА"), the

percentage interest of a particular Employee (or, if applicable, an Employee's loanout

company) with respect to a particular Fund Payment and the amount of Employment Taxes and Premiums and P, H & W Contributions, or other amounts

to be withheld and paid over by the Administrator shall be determined according to these instructions.

1. The percentage interests of an Employee shall be determined as follows:

(i) Under the BA, the percentage interest of the Director(s) of a "covered motion picture" shall be 83.3%; the percentage interest of the Unit Production Manager(s) shall be 6.5%; the percentage interest of the First Assistant

Director(s) shall be 6.2%; and the percentage interest of the Key Second Assistant

Director(s) shall be 4.0%.

(ii) Under the FLTТА, the percentage interest of the Director(s) of a "covered program" shall be 83.3%; the percentage interest of the Associate Director(s) shall be 8.35%; and the percentage interest of the Stage Manager(s)

shall be 8.35%.

(iii) If more than one Employee in one of the categories mentioned above renders services, subject to the BA or FLTТА, in connection with a "covered

motion picture" or "covered program," the allocation of each such Employee's

respective portion of the share for such category shall be determined by the Guild,

and the Employees shall be bound by such determination.

(iv) If no Employee in a category mentioned above (excluding Director) performed services in connection with a "covered motion picture" or

"covered program," the share for such category shall be allocated to the Director(s) thereof. Notwithstanding the foregoing, if no Employee in a category mentioned above (other than the Director) has been assigned to a ninety (90) minutes or

⁸ The subscriber rate for "double length episodes" of an episodic series or serial is two hundred percent (200%) of the regular subscriber rate.

• See text of footnote on page 22.

⁹ For dramatic programs in excess of two (2) hours, the subscriber rate shall be computed at the two (2) hour rate plus a proration of the one (1) hour rate for any such time in excess of two (2) hours.

-267- EXHIBIT "C" - Part I

EXHIBIT "C" - PART I.

SUBSCRIBER RATES FOR PROGRAMS MADE FOR PAY TELEVISION

SERVICES WITH FEWER THAN 6,000,000 SUBSCRIBERS IN THE FIRST EXHIBITION YEAR OF THE PROGRAM

A. Dramatic Programs

1. Programs of a Type Generally Produced for Network Prime Time:

Program Length⁸ 7/1/05 10/1/05 7/1/06 7/10/07*

0 - 15 Minutes .000839 .000864 .000890 .000917
16 - 30 Minutes .001291 .001329 .001369 .001410
31 - 60 Minutes .002192 .002258 .002325 .002395
61 - 90 Minutes .003653 .003763 .003876 .003992
91 - 120 Minutes⁹ .006137 .006321 .006511 .006706

2. Programs of a Type Not Generally Produced for Network Prime Time:

a. High Budget

7/1/05 10/1/05 7/1/06 7/1/07*

0 - 15 Minutes .000275 .000283 .000291 .000300
16 - 30 Minutes .000523 .000539 .000555 .000571
31 - 60 Minutes .000961 .000990 .001020 .001050
61 - 90 Minutes .001537 .001583 .001630 .001679
91 - 120 Minutes⁹ .001849 .001904 .001962 .002020

¹³ The subscriber rate for "double length episodes" of an episodic series or serial is two hundred percent (200%) of the regular subscriber rate.

• See text of footnote on page 22.

¹⁴ For dramatic programs in excess of two (2) hours, the subscriber rate shall be computed at the two (2) hour rate plus a proration of the one (1) hour rate for any such time in excess of two (2) hours.

EXHIBIT "C" - Part II -274-

EXHIBIT "C" - PART II.

**SUBSCRIBER RATES FOR PROGRAMS MADE FOR PAY
TELEVISION**

**SERVICES WITH 6,000,000 OR MORE SUBSCRIBERS IN THE
FIRST EXHIBITION YEAR OF THE PROGRAM**

A. Dramatic Programs

1. Programs of a Type Generally Produced for Network Prime Time:

Program Length¹³ 7/1/05 10/1/05 7/1/06 7/1/07*

0 - 15 Minutes	.000420	.000432	.000445	.000459
16 - 30 Minutes	.000645	.000665	.000685	.000705
31 - 60 Minutes	.001096	.001129	.001163	.001198
61 - 90 Minutes	.001827	.001881	.001938	.001996
91 - 120 Minutes ¹⁴	.003069	.003161	.003255	.003353

**2. Programs of a Type Not Generally Produced for Network Prime
Time:**

a. High Budget

7/1/05 10/1/05 7/1/06 7/1/07.

0 - 15 Minutes	.000137	.000141	.000146	.000150
16 - 30 Minutes	.000261	.000269	.000277	.000286
31 - 60 Minutes	.000481	.000495	.000510	.000525
61 - 90 Minutes	.000768	.000791	.000815	.000840
91 - 120 Minutes ¹⁴	.000924	.000952	.000981	.001010

-281- EXHIBIT "D"

EXHIBIT "D"

ACCOUNTABLE RECEIPTS PLATEAU

A. High Budget Programs

\$10,000,000 plus \$1,000,000 for each additional \$1,000,000 of production costs over \$5,000,000.

B. Dramatic Programs

1. Programs of a Type Generally Produced for Network Prime Time:

Length Plateau

0 - 30 Minutes	\$1,000,000
31 - 60 Minutes	\$2,000,000
61 - 90 Minutes	\$3,000,000
91 - 120 Minutes	\$4,000,000

Add \$1,000,000 to the 91-120 Minute plateau for each additional one-half (½) hour or fraction thereof that the program exceeds 2 hours in length.

**2. Programs of a Type Not Generally Produced for Network Prime
Time:**

a. High Budget

Length Plateau

0 - 15 Minutes \$ 299,018

15 - 30 Minutes 299,468

31 - 60 Minutes 700,664

61 - 90 Minutes 1,088,223

91 - 120 Minutes 981,383

-287- EXHIBIT "E"

EXHIBIT "E"**ASSOCIATE DIRECTOR AND STAGE MANAGER****DEAL MEMORANDUM**

This confirms our agreement to employ you on the project described as follows:

ASSOCIATE DIRECTOR/STAGE MANAGER**INFORMATION** _____

Name: _____ SSN#: _____

Loan out: _____ FID #: _____

Address: _____ Tel. #: _____

Category: 9 Associate Director 9 Stage Manager

(Prime Time (Other than Prime

Dramatic) Time Dramatic)

Salary (U.S.): \$ _____ 9 per Week (Studio) 9 per Week (40 hours)

9 per Week (Distant Location) 9 per Week (Flat 60 hours)

9 per Day (Studio) 9 per Day (8 hours)

9 per Day (Distant Location) 9 per Day (Flat 12 hours)

Additional Time: \$ _____ 9 per Day 9 per Week

Start Date (on or about): _____ Guaranteed Period: _____

9 Days 9 Weeks

PROJECT**INFORMATION** _____

Picture or Series Title: _____

Episode/Segment Title: _____ Episode ID#: _____

-289- EXHIBIT "F"

EXHIBIT "F"**DIRECTOR DEAL MEMORANDUM**

This confirms our agreement to employ you to direct the project described as follows:

DIRECTOR**INFORMATION** _____

Name: _____ SSN#: _____

Loan out: _____ FID #: _____

Address: _____ Tel. #: _____

Salary (U.S.): \$ _____ 9 per Show 9 per Week 9 per Day

Additional Time: \$ _____ 9 per Week 9 per Day

Start Date (on or about): _____ Guaranteed Period: _____

9 Days 9 Weeks

If this is the employee's first DGA-covered employment, check here

(optional): 9 Yes

Additional Terms: _____

PROJECT

INFORMATION

Picture or Series Title: _____

Episode/Segment Title: _____ Episode ID#: _____

Length of Program: 9 30 min 9 60 min 9 90 min 9 120 min

9 Other (specify length): _____

If this is for Segment work, check here: 9 Segment (specify length): _____

Is this a Pilot? 9 Yes 9 No

-291-

Sideletter No. 1

Mr. J. Nicholas Counter III

Alliance of Motion Picture & Television Producers, Inc.

14144 Ventura Boulevard, Third Floor

Sherman Oaks, California 91423

Dear Mr. Counter:

With reference to the term "included days" in Article 6 of this Agreement, the Guild recognizes

that practice in the industry cannot always treat included days in a consecutive manner. For

example, on certain program series (both for the convenience of the Director and for the production) weekend days which are not worked are excluded from the number of included days.

As a result of discussions in our negotiations, it is our understanding that the Guild will not seek

to disrupt existing practices on program series where no problems exist between the Director and

the program producer as to the manner in which included days are treated. It is also our understanding that the Guild will not unreasonably withhold waivers in new situations where the

requirements of the program production would make it difficult for the included days to be

treated in a consecutive fashion.

Sincerely,

Glenn J. Gumpel

National Executive Director

Agreed:

J. Nicholas Counter III

-292-

Sideletter No. 2

As of July 1, 2005

J. Nicholas Counter III

Alliance of Motion Picture & Television Producers, Inc.

15503 Ventura Boulevard

Encino, California 91436

Dear Mr. Counter:

Reference is made to the Directors Guild of America, Inc. Freelance Live and Tape Television

Agreement of 2005 (herein referred to as the "Agreement") which is being executed concurrently

with this letter. Companies signatory to the Agreement which are also signatory to the National

Commercial Agreement of 2001 ("NCA"), or any successor Agreement thereto, shall be bound

by the NCA in connection with any commercials they produce. Companies signatory to the

Agreement which are not also signatory to the NCA shall be bound by the Agreement and the

following provisions in connection with any commercials they produce.

1. Directors of commercials shall be employed on a daily basis at no less than the following

rates of compensation:

(a) \$1,194 per day during the period July 1, 2005 to and including September 30, 2005; \$1,230 per day during the period October 1, 2005 to and including June 30, 2006; \$1,267 per day during the period July 1, 2006 to and including June 30, 2007; and \$1,305 per day during the period July 1, 2007 to and including June 30, 2008.

(b) Any freelance Director employed to direct a commercial shall be entitled to a minimum of one day of preparation to be compensated at the above applicable daily rate; provided, however, that if the preparation, taping and editing of any such commercial, including all "wrap" time requiring the services of the Director, takes less than five (5) hours, no preparation payment shall be required. All preparation in excess of the minimum set forth above (including but not limited to rehearsals, location scouting and travel) shall be paid for at the above applicable daily rate. Compensation for editing shall likewise be paid at the above applicable daily rate.

2. (a) Associate Directors and Stage Managers will be employed under the terms and conditions of the Agreement.

(b) An Associate Director/Stage Manager may be assigned to a single camera commercial with no control room and with five (5) or fewer persons in the cast and crew at not less than the daily or weekly rate for a combination Associate Director/Stage Manager.

-294-

Sideletter No. 3

Mr. J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
14144 Ventura Boulevard, Third Floor
Sherman Oaks, California 91423

Dear Mr. Counter:

Should any program currently being produced by the Company on film, to which a UPM is assigned, be produced during the term of this Agreement on tape, the Company has agreed that it will continue to assign a UPM to the tape production of such program.

Sincerely,

Glenn J. Gumpel

National Executive Director

Agreed:

J. Nicholas Counter III

-295-

Sideletter No. 4

Mr. J. Nicholas Counter III

Alliance of Motion Picture & Television Producers, Inc.

14144 Ventura Boulevard, Third Floor

Sherman Oaks, California 91423

Dear Mr. Counter:

This will confirm our understanding regarding testing of television programs (tape and film) on

CATV Systems. Such testing is conducted to measure audience reaction to television programming and either supplements or replaces the traditional testing of programs in theatres.

It is agreed that such tests may be conducted without payment or fee obligations to Directors or

other classifications under our contracts with the Guild, under the following conditions:

(a) Testing will be limited to no more than 1,000 homes in any city in which the test is conducted.

(b) The testing will not be done in New York, Chicago or Los Angeles.

(c) Upon request, the Company will supply to the Guild, on a confidential basis, information on the programs which have been tested, the dates of the tests, the number of homes involved and the results of the tests.

Sincerely,

Glenn J. Gumpel

National Executive Director

Agreed:

J. Nicholas Counter III

-296-

Sideletter No. 5

Mr. J. Nicholas Counter III

Alliance of Motion Picture & Television Producers, Inc.
14144 Ventura Boulevard, Third Floor
Sherman Oaks, California 91423

Dear Mr. Counter:

The following sets forth our understandings and agreements relative to network prime time

dramatic or variety summer programs.

If a Company intends to produce a network prime time dramatic or variety "summer program(s)"

(as defined below), the Guild will be notified of such intent and agrees to meet with the Company to negotiate a schedule of program rates for Directors applicable only to such "summer

program(s)." If no agreement is reached, the applicable rates in Article 6.A.1 and 6.B.1 shall

apply.

A summer program is any program which is originally broadcast during any twelve (12) consecutive week period between June 1 and September 15 established by a Network in any year

as the period during which summer rates may be paid. Any program broadcast during such

twelve (12) week period may be paid the summer show rate, except a pilot for a series to be

broadcast in a non-summer period. In the event a summer program which is paid the summer

rate is rerun in a non-summer period, the Director's initial compensation will be adjusted to the

regular show scale and the additional compensation for the rerun will also be paid.

Sincerely,

Glenn J. Gumpel

National Executive Director

Agreed:

J. Nicholas Counter III

-297-

Sideletter No. 6

As of July 1, 2002

Revised as of July 1, 2005

J. Nicholas Counter III

Alliance of Motion Picture & Television Producers, Inc.

15503 Ventura Boulevard

Encino, California 91436

Dear Mr. Counter:

It is hereby agreed between us with respect to production by the Company of entertainment

programs primarily for the basic cable market which are not covered under Article 31 of this

Agreement, the following provisions shall apply:

1. With respect to hiring after July 1, 2005 and pending agreement on other conditions pursuant to Paragraph 2. below:

(a) The employment of a Director for a dramatic program one (1) hour or longer produced in the United States under a budget less than (i) \$831,539 for a one (1) hour program; (ii) \$2,217,436 or less for a program longer than one (1) hour but not longer than two (2) hours; and (iii) for a program longer than two (2) hours, \$2,217,436 for the first two (2) hours and \$1,108,718 for each additional hour or portion thereof, shall be subject only to the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health and Welfare Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Company shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.

(b) The employment of a Director for a program covered by this Sideletter No. 6 (other than one covered by Paragraph 1.(a) above), produced within the metropolitan areas of Los Angeles or New York, or any Director hired within such areas and sent therefrom to another location to perform such duties on such a program, shall be subject only to the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health and Welfare Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by

-299-

Sideletter No. 7

Mr. J. Nicholas Counter III

Alliance of Motion Picture & Television Producers, Inc.

15503 Ventura Boulevard

Encino, California 91436

Dear Mr. Counter:

This letter confirms our agreement concerning Article 20, Section C., Paragraph 4.(d).

If any Arbitrator on the list of Arbitrators in Paragraph 4.(a) of Article 20, Section C. represents

a party in the arbitration or a person whose interests will be directly affected by the outcome of

the arbitration or is otherwise disqualified or unavailable, such Arbitrator's name shall be deemed absent from the list of Arbitrators for the purpose of the claimant(s) or respondent(s)

exercising a peremptory challenge.

Nothing herein shall be deemed to preclude the parties from waiving an Arbitrator's conflict of

interest, subject to such Arbitrator's consent.

Sincerely,

Jay D. Roth

National Executive Director
Agreed:

J. Nicholas Counter III

-300-

Sideletter No. 8

Mr. J. Nicholas Counter III

Alliance of Motion Picture & Television Producers, Inc.

14144 Ventura Boulevard, Third Floor

Sherman Oaks, California 91423

Dear Mr. Counter:

The Pay Television and Videodisc/Videocassette Payments Fund Agreement has been agreed

upon, except (i) Paragraph 3.(d) of Exhibit "B" shall be deleted unless the Administrator is a

financial institution satisfactory to the AMPTP and (ii) Exhibit "B-2" has not been resolved. As

to Exhibit "B-2," the AMPTP and the Guild shall continue to negotiate in good faith.

Sincerely,

Glenn J. Gumpel

National Executive Director

Agreed:

J. Nicholas Counter III

-301-

Sideletter No. 9

Glenn Gumpel

Directors Guild of America, Inc.

7950 Sunset Boulevard

Los Angeles, California 90046

Dear Mr. Gumpel:

Reference is made to the Directors Guild of America, Inc. Freelance Live and Tape Television

Agreement of 1993 ("the Agreement").

Company recognizes the Guild's concern regarding the security of Employees working at film

lots or network facilities in Los Angeles where videotape production is done and parking is not

provided on the lot, and Employees must work after sunset or before sunrise.

The Company agrees to make reasonable accommodations in such situations, which might

include providing transportation or escorts between the work place and the parking place, assigning someone to bring the Employees' cars onto the lot after dark, or allowing the Employees to leave work and bring their own cars onto the lot.

Sincerely,

J. Nicholas Counter III

Agreed:

Glenn Gumpel

-302-

Sideletter No. 10

As of July 1, 2005

J. Nicholas Counter III

Alliance of Motion Picture &

Television Producers, Inc.

15503 Ventura Boulevard

Encino, California 91436

Dear Mr. Counter:

Reference is made to the Directors Guild of America, Inc. Freelance Live and Tape Television

Agreement of 2005 ("the Agreement").

If the number of subscribers, calculated as prescribed in Article 29, Section D. of this Agreement, is 6,000,000 or more for the first exhibition year of a covered program, the provisions of this sideletter shall modify the provisions of Article 29 applicable to such program.

(1) The term "subsequent exhibition year" means a one year period commencing on the date immediately following the date the prior exhibition year ends. (There may or may not

be an exhibition of the program during a subsequent exhibition year.)

(2) The "subscriber window" is eliminated.

(3) The percentage residual for the pay television exhibition of the program is eliminated, except for the pay-per-view exhibition of other than sports and non-staged event

programs.

(4) The "per subscriber rate" shall be calculated by dividing thirty million (30,000,000) into the applicable free television minimum, but with respect to a "high budget pay

television program," the 30,000,000 is divided into the theatrical minimum (from the 2005 Basic

Agreement).

(5) The per subscriber rate for any exhibition year following the first exhibition year shall be a percentage of the per subscriber rate for the first exhibition year as shown in the

schedule below:

-305-

Sideletter No. 11

Mr. J. Nicholas Counter III

President

Alliance of Motion Picture &

Television Producers

14144 Ventura Boulevard

Sherman Oaks, California 91423

Dear Mr. Counter:

This letter confirms our mutual understanding of the interpretation of the new residual formula in subparagraph (c)(i) of Article 7.B.1.

(1) Coverage

The formula applies only to episodes of one-hour network prime time dramatic series which were not exhibited in syndication before July 1, 1987. It applies to episodes produced under this BA and any earlier BA.

The new formula is:

(a) 2.6% of Employer's gross until Employer's gross exceeds \$400,000 per episode; and

(b) 1.75% of Employer's gross thereafter.

If the series is licensed to markets representing less than one-third of all U.S. television households, the Employer simply pays the percentage residual, not the "customary" fixed residual payments triggered whenever there are additional runs in any city in the U.S. or Canada.

If the series is licensed in markets representing one-third or more of all U.S. television households, the above percentage payment still applies, but is subject to a "floor" which is 50%

of the applicable fixed residuals and a "ceiling" which is 150% of the applicable fixed residuals.

-309-

Sideletter No. 12

J. Nicholas Counter III

President

Alliance of Motion Picture & Television Producers

15503 Ventura Boulevard

Encino, California 91436

Re: Distributor's/Buyer's Liability for Residuals; Notice and Opportunity to Cure Default

Dear Nick:

Reference is made to Article 30 of the Directors Guild of America Freelance Live & Tape

Television Agreement of 1996 relating to responsibility for residuals. As part of the agreement

reached during the 1996 negotiations, portions of Articles 7, 24 and 29 were deleted and Article

30 was added in their place to include provisions under which the Directors Guild of America

has agreed not to exercise its rights as a secured party with respect to any television program and

related collateral in a manner which would in any way interfere with the rights of the Distributor

to distribute the picture and receive all revenues from such distribution so long as Residuals with

respect to the picture for the territories, media and term held by the Distributor are timely paid in accordance with the applicable DGA Agreement.

This will confirm our agreement that any exercise of the Guild's rights as a secured party or

disturbance of the Distributor's distribution rights will be preceded by a notice of default in the

payment of Residuals from the Guild to the Employer and Distributor. Notice shall be sent to

the last known address of Employer and to Distributor at the address indicated on the Distributor's or Buyer's Assumption Agreement. Such notice shall specify that the

Employer

and/or Distributor shall have thirty (30) days from the date of notice within which to cure the

default, and the Guild shall refrain from exercising its rights as a secured party during this period. In the event that payment is made within such thirty (30) day cure period, then such

payment shall be considered "timely" and the Guild shall have no right to exercise its rights as a

secured party.

Sincerely,

Jay D. Roth

ACCEPTED AND AGREED:

J. Nicholas Counter

-310-

Sideletter No. 13

Jay Roth

National Executive Director

Directors Guild of America, Inc.

7920 Sunset Boulevard

Los Angeles, California 90046

Dear Jay:

Reference is made to the provisions of Article 10, Part 3, Section A. of the FLTTA which deals

with employment criteria for Associate Directors and Stage Managers and was revised in the

1996 negotiations to read as follows:

"Has at least three (3) years of production experience in any capacity in the tape television or commercial production industry and has been a Director, Associate Director, Stage Manager or Production Associate of one (1) national program or fifteen (15) tape commercials;"

The parties have agreed to this sideletter to assist them in interpreting the term

"production

experience," recognizing that job titles frequently are not an accurate reflection of job duties.

Following are examples of experience which are and are not considered "production experience"

for purposes of determining an individual's eligibility for employment as an Associate Director

or Stage Manager:

Acceptable Experience

Props

Lighting

Camera

Grip and Electric Crew

Make-Up and Hair

Set PAs

Script Supervisors

Wardrobe

Editors

Production Coordinators

Not Acceptable

Production Office Secretaries

Receptionists

Accountants (including

Production Accountants)

Controllers

Location Auditors

Writers

Writers' Assistants

Guards and Custodial Staff

Labor Relations Personnel

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

Jay Roth

As bargaining history, this language is based upon the following model: studio licenses to Moviefly the right to transmit the program on the Internet to the viewer who pays Moviefly on

a subscription or per-picture basis. Such payment would enable the viewer to view the program

for a fixed and limited period of time or limited number of exhibitions. For example, if CPT

Holdings, Inc., through Columbia-TriStar Home Entertainment, licenses to Moviefly the right to

exhibit a CPT Holdings, Inc. program, the residuals shall be based upon 100% of the license fee

paid by Moviefly to Columbia-TriStar Home Entertainment for such program.

-311-

Sideletter No. 14

SIDELETTER ON EXHIBITION OF MOTION PICTURES TRANSMITTED VIA THE INTERNET

As of July 1, 2002

J. Nicholas Counter III

President

Alliance of Motion Picture & Television Producers

15503 Ventura Boulevard

Encino, California 91436

Re: Exhibition of Programs Transmitted Via the Internet

Dear Nick:

This Sideletter confirms the understanding of the Guild and the Employers (collectively "the parties") concerning the application of the FLTTA to the exhibition of covered television programs, the recording of which commenced on or after July 1, 1971, on or by means of the Internet or other similar delivery systems ("Internet").

1. License for Limited Period or Fixed Number of Exhibitions. Where the subscriber pays for the program either on a subscription or per-picture basis, and where the payment is in exchange for the right to view the program for a fixed and limited period of time or a fixed number of exhibitions, the Employer shall pay residuals in an aggregate sum equal to one and two-tenths percent (1.2%) of the license fee paid by the licensee for the right to exhibit such program on the Internet.

When the Employer's receipts from the licensing of such exhibition are received from an entity which acts as the exhibitor and in which the Employer has a financial interest, the reasonableness of the fee received by the Employer from the licensing of such

-314-

Sideletter No. 15

As of July 1, 2005

Mr. J. Nicholas Counter III

Alliance of Motion Picture & Television Producers, Inc.

15503 Ventura Boulevard

Encino, California 91436

Dear Mr. Counter:

Reference is made to the provisions of Articles 11 and 12 of the Directors Guild of America

Freelance Live and Tape Television Agreement (the "Agreement"). The parties to said Agreement hereby agree to amend those provisions by adding the following:

1. For purposes of this Sideletter No. 15 ("Sideletter Agreement"):

a. "Plans" shall mean the Directors Guild of America-Producer Pension and Health Plans and associated Trust Agreements.

b. "Supplemental Plan" shall mean the Directors Guild of America-Producer Pension Plan (Supplemental Plan).

c. "Limit" shall mean the limits set forth in Internal Revenue Code Section 401(a)(17) and 415.

d. "Excess Employer Contributions" shall mean Employer Supplemental Plan Contributions attributable to compensation in excess of the Limit, but not including contributions scheduled under the Supplemental Plan.

e. "Excess Employee Contributions" shall mean Employee Supplemental Plan Contributions attributable to compensation in excess of the Limit.

f. "Excess Contributions" shall mean Excess Employer Contributions and Excess Employee Contributions.

g. "Inc." shall mean DGA - Producers Pension and Health Plans, Inc., a nonprofit California corporation.

h. "Board" shall mean the Board of Directors of Inc.

2. Inc. will act only as agent of Employers and the acts of Inc. pursuant to this Sideletter Agreement shall be undertaken in its capacity as agent. Employers will send
-319-

SIDELETTER NO. 16

As of July 1, 2005

Jay D. Roth

National Executive Director

Directors Guild of America, Inc

7920 Sunset Boulevard

Los Angeles, California 90046

Re: Los Angeles Panel of Arbitrators for Major Studios and Networks

Dear Mr. Roth:

Reference is made to the provisions of Article 20.C.4. of the 2005 DGA Freelance Live and Tape

Television Agreement.

During the 2005 negotiations between the Directors Guild of America and the Employers represented by the Alliance of Motion Picture & Television Producers, the parties agreed that,

with respect to disputes involving the major studios (including those Employers on whose behalf

a representative of a major studio is acting) and the networks, the Los Angeles panel of arbitrators shall be arranged in order according to a random draw which shall take place before

July 1 of each year of the Agreement, rather than alphabetically, as provided in Article 20.C.4.(a)(i).

Pursuant to that procedure, the Los Angeles list of Arbitrators for such disputes during the period

July 1, 2005 through June 30, 2008 shall be as follows:

Howard Block

Charles Askin

Anita Knowlton

John Zebrowski

Douglas Collins

Joel Grossman

Michael Rappaport

Thomas Roberts

Barry Winograd

Dixon Dern

William B. Gould IV

Joseph Gentile

Kenneth Perea

Arthur Rosett

Charles Silverberg

-321-

SIDELETTER NO. 17

SIDELETTER RE ARBITRATION OF DISPUTES CONCERNING

TRI-GUILD RESIDUALS AUDITS

As of July 1, 2005

This Sideletter is entered into by and among the Writers Guild of America, west, Inc., on behalf

of itself and its affiliate, Writers Guild of America, East, Inc. ("WGA"), the Directors Guild of

America, Inc. and the Screen Actors Guild (collectively "Guilds"), on the one hand, and the

Alliance of Motion Picture & Television Producers ("AMPTP"), on behalf of the entities it

represented in the negotiation of the 2004 Writers Guild of America Theatrical and Television

Basic Agreement, the Directors Guild of America, Inc. ("DGA") Basic Agreement of 2002, the

DGA Freelance Live and Tape Television Agreement of 2002, the Producer-Screen Actors Guild

("SAG") Codified Basic Agreement of 2001 and the 2001 SAG Television Agreement and all

predecessor agreements listed in Exhibit A hereto to which such named parties were (are) signatory, (collectively referred to as "Basic Agreements"), on the other hand.

A. MATTERS SUBJECT TO TRI-GUILD ARBITRATION

When there is unanimous agreement among the Guilds, the following matters shall be submitted to a tri-Guild arbitration:

Any dispute arising out of an audit conducted under the tri-Guild Gross Receipts Residuals Payment Monitoring Fund program concerning the interpretation or application, or alleged breach, of any residuals provisions of the Guilds' current or predecessor Basic Agreements, when such provisions are the same or substantially similar.

This tri-Guild procedure is not available when the residuals obligation(s) at issue is (are) payable, guaranteed or assumed by a "Qualified Distributor," "Qualified Buyer" and/or a "Qualified Residuals Payor," except by mutual agreement.

-334-

SIDELETTER NO. 18

As of July 1, 2002

Renewed as of July 1, 2005

Jay D. Roth

National Executive Director

Directors Guild of America, Inc.

7920 Sunset Boulevard

Los Angeles, California 90046

Re: Continuation of Industry Residual Study

Dear Jay:

The Employers shall provide to the Guild, no later than May 31, 2006, the same information,

compiled in the same format, with respect to the 2002-03, 2003-04 and 2004-05 television

seasons as was provided to the Guild pursuant to the Industry Residual Study. The same conditions with respect to use, distribution and confidentiality of such information as applied to

the information produced under the Residual Study shall apply to the information with respect to

the 2002-03, 2003-04 and 2004-05 television seasons.

In addition, twice during the term of the 2005 BA, the Employers will make their industry and

market experts available for discussion and dialogue with representatives of the Guild in order to

evaluate the economics of television production and distribution.

The Guild may elect to have the Screen Actors Guild ("SAG") and/or the Writers Guild of

America ("WGA") participate in the Study, subject to the execution of an agreement between

each Guild and the Employers relating to their participation in the Study. The parties agree that

participation by the SAG and/or the WGA shall not limit the scope of the information to be

provided to the Guild pursuant to this Agreement.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

Jay D. Roth

-335-

SIDELETTER NO. 19

**SIDELETTER RE HALF-HOUR SERIES SYNDICATED IN MARKETS
REPRESENTING 50% OR FEWER OF U.S. TELEVISION HOUSEHOLDS**

As of July 1, 2002

Renewed as of July 1, 2005

J. Nicholas Counter III

President

Alliance of Motion Picture & Television Producers

15503 Ventura Boulevard

Encino, California 91436

**Re: Experiment in Syndication of Half-Hour Series in Markets Representing
50% or Fewer of U.S. Television Households**

Dear Nick:

Reference is made to the provisions of Article 7., Section B.1.(b) of the FLTTA. During the

2002 negotiations, the Employers expressed a concern that if a series could only be syndicated in

markets representing 50% or fewer of the U.S. television households, residuals payable pursuant

to Article 7., Section B.1.(b) of the FLTTA would render such syndication fiscally untenable.

The Employers asserted that the payment of any residuals in such circumstances would benefit

both the Employer and the individual directors since no payments are presently made.

While the DGA expressed concern that an accommodation might be subject to abuse or otherwise reduce overall syndication residuals, the parties agreed to an experiment for the term

of this Agreement, to be reviewed by June 30, 2008 to determine its effectiveness and whether or

not it should be extended. In such regard, the Employers agree to provide the DGA with license

fee information at the time of the first payment hereunder.

When a half-hour series is syndicated in markets representing in the aggregate fifty percent

(50%) or fewer of U.S. television households, residuals for such series shall be payable at twenty

percent (20%) of the "applicable minimum" under the FLTTA for each such run but shall not

constitute a "run" for purposes of Article 7., Section B.1.(b) of the FLTTA.

If the series is further syndicated and the aggregate of the markets in which the series is syndicated exceeds fifty percent (50%) of the U.S. television households, the payments required

pursuant to Article 7., Section B.1.(b) of the FLTTA shall be due on any subsequent runs.

-337-

SIDELETTER NO. 20

As of July 1, 2002

Revised as of July 1, 2005

Jay D. Roth

National Executive Director

Directors Guild of America, Inc.

7920 Sunset Boulevard

Los Angeles, California 90046

Re: Terms and Conditions for Non-Prime Time Multi-Camera Dramatic Programs

Dear Jay:

This will confirm our agreement that employees employed on multi-camera, dramatic programs

intended for broadcast in other than prime time will be covered by the Freelance Live and Tape

Television Agreement provided that the program is shot on videotape or is recorded digitally.

With respect to multi-camera, dramatic programs produced on or after July 1, 2005 which are

intended for broadcast in other than prime time and shot on film which, were they produced for

broadcast in prime time, would be covered under Article 24 of the Basic Agreement; the Employer and the Guild will negotiate in good faith over the working conditions applicable to

DGA-represented employees employed thereon. In the absence of an agreement, the wages and

working conditions set forth in Article 24 of the Basic Agreement shall apply.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

Jay D. Roth

-338-

SIDELETTER NO. 21

As of July 1, 2002

Mr. J. Nicholas Counter III

Alliance of Motion Picture & Television Producers, Inc.

15503 Ventura Boulevard

Encino, California 91436

Re: Address Verification / Local Hires

Dear Mr. Counter:

This letter confirms our agreement that Employers shall obtain verification from an associate

director or stage manager of his/her home address in order to employ that individual as a "local

hire," as follows:

(a) The Guild will provide documentation of the home addresses of all members, and of other individuals who have been previously employed under this Agreement or who meet the employment eligibility criteria set forth in Article 10, Part 3, Section A of the FLTTA. Employer, the Guild and all Employees shall be bound by the Guild's listing of an individual's address for the purposes of determining whether he or she may be employed as a "local hire."

(b) In order to be employed as a "local hire," an individual who does not come within the categories described in subparagraph (a) above must provide the Employer with documentation that he/she has been a resident of the area in which he/she is to be employed for at least sixty (60) days prior to the first day of employment.

This documentation shall comprise a valid state driver's license or photo identification issued by the federal or state government showing the local address of the individual, and at least one (1) of the following documents:

voter registration

automobile registration

mortgage statement

telephone or other utility bills

In the alternative, Employer may employ such an individual subject to the individual providing this documentation within three (3) days of the date of employment. If the individual fails to provide this documentation within the three (3) days, Employer must either provide all the conditions of distant location

-340-

Sideletter No. 22

As of July 1, 2005

Mr. J. Nicholas Counter III

Alliance of Motion Picture and Television Producers, Inc.

15503 Ventura Boulevard

Encino, California 91436

Re: Diversity

Dear Mr. Counter:

During the negotiations for the 2005 BA and FLTTA, the parties discussed their respective concerns regarding diversity in the production of television programs. The Employers and the DGA have agreed to address concerns regarding the implementation of BA Article 15 and FLTTA

Article 19 as follows:

1. Both parties mutually understand the need to continue the diversity meetings with high level creative, production or programming executives, pursuant to BA 15-700 and FLTTA Article 19, Section E.
2. The Major Production Companies have agreed to continue their commitment of resources to increase the employment of both experienced and emerging women and minority Directors in television. To this end, several programs have been instituted including the John Wells Mentor Program, the ABC/Touchstone Directing Assignment Initiative and the ABC Micro/Mini series. These programs and other initiatives have the potential to be an important source of employment opportunities. The DGA will continue to provide lists of women and minority Directors who may be available for assignment.
3. The DGA will endeavor to educate the DGA executive producers, supervising producers and/or showrunner members about the need to enhance the employment of women and minority directors. In addition, the DGA will cooperate with other organizations, including the WGAw, at the Employer's request, to further the goal of diversity.

Sincerely,

Jay D. Roth

National Executive Director

Agreed:

J. Nicholas Counter III

-341-

Sideletter No. 23

As of July 1, 2005

Mr. J. Nicholas Counter III

Alliance of Motion Picture and Television Producers, Inc.

15503 Ventura Boulevard

Encino, California 91436

Re: Changes in Health and Welfare Plan Benefits

Dear Mr. Counter:

Reference is made to the procedures mentioned in Article 11, Section B.6. of this Agreement. The reported estimate or forecast of reserves described therein shall be based upon

the benefits offered by the Directors Guild of America—Producer Health Plan in September, 2004 and shall not be affected by any later decrease or increase in benefits. Nor shall the reported estimate or forecast be affected by a diversion of contributions, if any, pursuant to Sideletter No.

24.

Sincerely,

Jay D. Roth

National Executive Director

Agreed:

J. Nicholas Counter III

-343-

SIDELETTER NO. 25

As of July 1, 2005

Jay D. Roth

National Executive Director

Directors Guild of America, Inc.

7920 Sunset Boulevard

Los Angeles, California 90046

Re: "Supersized" Episodes

Dear Mr. Roth:

The parties agree that the following provisions shall apply to any recorded episode of a one-half hour or one-hour prime time dramatic series, the running time of which extends beyond

the regular time period of a typical episode of the series, and to any episode of a live series that

exceeds the scheduled running time by more than three minutes or that is planned in advance to

be longer than the regular running time of a typical episode.

1. a. Initial compensation for the director of a half-hour episode which is "extended" to have a running time that is forty-five (45) minutes or less (*i.e.*, the episode has a longer running

time than a typical episode of the series, but does not exceed 45 minutes) shall be the thirty (30)

minute rate plus fifty percent (50%) of the difference between the half-hour rate and the one (1)

hour rate. Three (3) extra days shall be added to the guaranteed period. See attached "Initial

Compensation" schedule.

b. Initial compensation for the director of a one-hour episode which is "extended" to have a running time that is seventy-five (75) minutes or less shall be the sixty (60) minute rate

plus fifty percent (50%) of the difference between the sixty (60) minute rate and the ninety (90)

minute rate. Five (5) extra days shall be added to the guaranteed period for network prime time

programs; three (3) extra days shall be added for non-network and network non-prime time

programs. If the running time of the extended episode is more than seventy-five (75) minutes

but less than ninety (90) minutes, the episode shall be considered a 61-90 minute program and

the Director shall be compensated accordingly. See attached "Initial Compensation" schedule.

c. The running time of an episode shall be determined by the broadcast schedules which are released by the network, or the exhibition schedules which are released by the cable

companies and published in viewer's guides such as *TV Guide*. Commercial time and title sequences, as well as the use of excerpts from previously-recorded programs, shall be considered

part of the extended episode when determining running time.